

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

523



FROM: FIRE

SUBMITTAL DATE:
April 4, 2011

SUBJECT: Approval of the Mobile Data Computer Use Agreement between the Idyllwild Fire Protection District and the County of Riverside.

RECOMMENDED MOTION: Move that the Board approve and authorize the Chairman to sign the attached Mobile Data Computer Use Agreement between the Idyllwild Fire Protection District and the County of Riverside.

BACKGROUND: The Idyllwild Fire Protection District have entered into that certain Cooperative Agreement to Provide Fire Department Dispatch and Communication Services dated April 4, 2011 to coordinate efforts to protect the health and safety of the residents. In order for the District to receive the Fire Department Dispatch and Communication Services the District needs to obtain Mobile Data Computers from the County of Riverside. The District will reimburse County annually based on the services and equipment as shown on Exhibit "MDC-1" and "MDC-2".

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 4-28-11
Deputy Mental Concurrence

John R. Hawkins, County Fire Chief

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 25,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011

SOURCE OF FUNDS: Idyllwild Fire Protection District	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature BY:
Robert Tremaine

- Policy
- Policy
- Consent
- Consent

Dept Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: None | District: 1 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.16

**MOBILE DATA COMPUTER
USE AGREEMENT
Between the Idyllwild Fire Protection District
And the County of Riverside**

This Agreement is entered into this 26 day of March, 2011, by and between IDYLLWILD FIRE PROTECTION DISTRICT, a special district, (hereinafter referred to as "DISTRICT"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of the Fire Department (hereinafter referred to as "COUNTY").

WHEREAS, pursuant to the certain Cooperative Agreement to Provide Fire Department Dispatch and Communication Services, by and between the DISTRICT and COUNTY, in a coordinated effort to protect the health and safety of the residents.

WHEREAS, District desires to obtain from COUNTY, fire department dispatch and communication services. The intent of this Agreement is to define the respective roles and responsibilities of each party.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

I. SCOPE OF AGREEMENT

DISTRICT has agreed to pay for hardware, software, licensing, installation, and maintenance of Mobile Data Computers (hereinafter referred to as "MDC"). Each MDC will be utilized for emergency, fire protection, rescue, and medical aid purposes within Idyllwild and Riverside County and under the guidance of COUNTY.

A. EQUIPMENT

DISTRICT hereby agrees to obtain from COUNTY, and COUNTY hereby agrees to provide to DISTRICT, the equipment as outlined and described in Exhibit "MDC-1", consisting of one (1) page, attached hereto and by this reference incorporated herein, for an aggregate sum of \$ _____, payable immediately upon execution of this Agreement to COUNTY. This agreement is conditioned upon the approval by the Board of Supervisors for the County of Riverside and the Board of the Idyllwild Fire Protection District.

_____ [] (Check only if applicable, and initial to acknowledge)
Additional terms for the Frame Relay Costs as set forth in Exhibit "MDC-2", consisting of one (1) page, attached hereto and by this reference incorporated herein and shall apply to this agreement when the installation of a Frame Relay must be done.

B. ANNUAL PAYMENTS

The annual maintenance, repair, support, and licensing costs as itemized on Exhibit "MDC-1" shall be billed on an annual basis, based on a July 1 to June 30 fiscal year. "COUNTY" shall present an invoice to the "DISTRICT" by June 1st of the current year, for the cost of these services as shown on Exhibit "MDC-1", which is a part of this Agreement by attachment. "District" shall pay each invoice within thirty (30) days after receipt thereof.

C. GRANT OF LICENSE

For and in consideration of the commitments of COUNTY and subject to the fulfillment by DISTRICT of all of its obligations set forth in this Agreement, COUNTY hereby grants to DISTRICT a non-exclusive, non-transferable, license to use the software installed on each MDC. DISTRICT may not sell, lease, license or otherwise transfer any rights therein, nor use or exploit, for any other use or purpose except as expressly set forth above. COUNTY shall maintain sole and complete control of all licensing agreements and software installed on each MDC.

D. SYSTEM UPGRADES PRIOR TO INSTALLATION

COUNTY agrees that should it make any changes, upgrades or improvements to its standard equipment configuration between the date of execution of this Agreement and the date of actual system installation, such improvements shall be incorporated into the system at no added cost.

E. INSTALLATION

With respect to the installation of each MDC, mounting hardware components and installation will be the responsibility of the DISTRICT as set forth in Exhibit "MDC-1". Hardware will meet COUNTY specifications. Installation will be performed by a COUNTY approved vendor.

F. OWNERSHIP

COUNTY shall maintain ownership of each MDC, including but not limited to hardware, accessories, software, and license.

G. MAINTENANCE AND/OR REPLACEMENT

DISTRICT agrees to maintain the daily care and usage of each MDC with due diligence. DISTRICT will be liable for each MDC if clearly damaged by negligent and/or wrongful misuse. COUNTY agrees at its discretion to repair or replace all or any MDC as needed for reasonable wear and tear, or for unforeseen and unintentional damage or loss,

not covered under warranty, with costs to be discussed and agreed upon between DISTRICT and COUNTY, and billed to DISTRICT at actual cost.

II. TERM

This Agreement shall be in effect as of the day and year hereinabove first written, and will continue thereafter for three (3) years. The license granted by COUNTY to DISTRICT hereunder shall become effective upon the execution and delivery of this Agreement by each of the parties hereto and shall continue until the expiration of this agreement.

III. TERMINATION

Either party may terminate this Agreement by giving notice, in writing, to the other party or by mutual agreement. Upon termination of this agreement, DISTRICT agrees to return to COUNTY, all equipment and software described in Exhibit "MDC-1" in good, working condition, except for reasonable wear and tear. COUNTY will depreciate the equipment and software based on a three (3) year depreciation schedule (60 equal months). If termination of this agreement occurs prior to the full depreciation of the equipment, COUNTY will issue payment to DISTRICT based on the balance of the depreciation value prior to the DISTRICT returning the equipment and software to COUNTY.

Notwithstanding the provision above, this Agreement and the limited licenses granted by COUNTY to DISTRICT may be terminated by either party upon the failure of the other party hereto to perform or fulfill, at the time and in the manner herein provided, and material obligation or condition required to be performed or fulfilled by such party hereunder. Any such failure, upon its occurrence, shall constitute a breach, and termination shall be effective immediately following not less than thirty (30) days after written notice thereof from the non-breaching party.

IV. ASSIGNMENT

DISTRICT shall not have the right to assign or otherwise transfer any of its rights or obligations under this Agreement, except with the written consent of the other party. Any prohibited assignment or attempted assignment shall be null and void.

V. ACKNOWLEDGEMENTS AND WARRANTIES

DISTRICT hereby acknowledges that COUNTY is not the manufacturer of the equipment. DISTRICT does hereby assign to COUNTY, subject to and effective only upon receipt by DISTRICT of the purchase price for the equipment set forth above, all of DISTRICT rights under the original equipment manufacturer's warranty relating to the equipment, a copy of which warranty will be included with the equipment delivered to COUNTY. COUNTY will provide warranty support to DISTRICT as outlined in the original equipment manufacturers warranty.

VI. INDEMNIFICATION

DISTRICT shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of DISTRICT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of DISTRICT, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. DISTRICT shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

VII. FORCE MAJEURE

If either party's performance of any of its obligations hereunder are delayed or impaired by reason of any Act of God, or, civil disturbance, strike, adverse weather condition, inability to arrange for or delays in transportation, unavoidable casualty, inability to acquire or delays in acquiring any component from a manufacturer or supplier, inability to obtain or delays in obtaining any permits or any law, rule or order of any governmental agency or official or any cause not reasonably within either party's control including without limitation the non-renewal or termination of or inability to obtain license of any of the application programs, and not due to any fault, neglect, act or omission on the part of either party, shall be entitled to an extension of time for completion of same for a period equivalent to the time lost by reason thereof; provided, however, that such party gives the other party notice thereof within five (5) business days (unless circumstances require immediate notification) of the commencement of such claim of delay or impairment.

VIII. ENTIRE AGREEMENT

This Agreement, including any Exhibits attached hereto and by this reference incorporated herein, constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes all previous proposals, oral or written, and all negotiations, conversation or discussions between the parties related to this Agreement. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit either party to provide a waiver in the future except to the extent specifically set forth in writing. No waiver shall be binding

unless executed in writing by the party making the waiver. In the event the agreement is determined to be void in part, the remainder of the agreement shall survive.

IX. AMENDMENT AND MODIFICATION

This Agreement shall not be modified, amended, rescinded, canceled or waived, in whole or in part, except by written amendment signed by each of the parties hereto. Any modification or amendment to this Agreement shall be of no force and effect unless it is in writing and signed by both parties.

X. DELIVERY OF NOTICES

Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:

RIVERSIDE COUNTY FIRE

DEPARTMENT

County Fire Chief
210 W. San Jacinto Ave.
Perris, CA 92570

IDYLLWILD FIRE

PROTECTION DISTRICT

Fire Chief
P.O. Box 656
Idyllwild, CA 92549

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

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[Signature Provisions on following page]

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

Dated: 3/26/11

IDYLLWILD FIRE PROTECTION DISTRICT

By: [Signature]

Title: PRESIDENT OF THE BOARD

ATTEST:

By: [Signature]

Title: FIRE CHIEF

(SEAL)

APPROVED AS TO FORM:

Dated: 3/28/11

RECOMMENDED APPROVAL:

By: [Signature]
JOHN R. HAWKINS,
Riverside County Fire Chief

Dated: 5/3/11

COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Supervisors

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By: _____

(SEAL)

APPROVED AS TO FORM:

By: [Signature]
SYNTHIA M. GUNZEL
Deputy County Counsel
for PAMELA J. WALLS
County Counsel

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EXHIBIT "MDC-1 "

COST FOR MOBILE DATA COMPUTING

The cost for Mobile Data Computing including call routing includes the following:

- Panasonic toughbook – 18 or equivalent
- RVC Fire's standard compliment of software to support GST to Altaris CAD interface
- Software upgrades as scheduled throughout RVC Fire
- EVDO wireless cell card

Mounting hardware components and installation will be the responsibility of the subscribing agency. Hardware will meet RVC Fire specifications. Installation will be preformed by an RVC Fire approved vendor. RVC Fire will maintain the MDC to its specifications for as long as the hardware is supported. There is no escrow account or fixed replacement cycle. The MDC is support incident routing and enhanced response times, no additional software is authorized.

Implementation estimate per MDC \$5,787.00
Estimated annual connectivity fee \$725.00

**Pricing Worksheet For County of Riverside
Frame Relay Quote
5 year contract prices used**

Loc A: Idyllwild Fire Protection District 54100 Maranzana Drive, Idyllwild
Loc Z: CDF Pine Cove 24048 Marion Ridge Road, Idyllwild

Rate Elements - Thru contract term	Qty.	Monthly Unit	Monthly Total	Install Unit	Install Total
Frame Relay 128k w/ 75% CIR	1	\$165.00	\$165.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00
Total		Monthly	\$165.00	Install	\$0.00

NO SK provided

Notes:

1. Riverside County contract rates used.
2. Prices quoted do not include applicable taxes & surcharges.
3. Prices quoted are for installs at the minimum point of entry.
4. Prices quoted are budgetary and subject to change without prior notification.
5. Information contained in this proposal is not to be shared with Verizon competitor's without written permission from the author.

8-Oct-07

Cathy Egan - sales engineer

Implementation Estimate RCIT labor \$600.00, router \$2500.00, printer \$150.00
Frame Relay circuit is to be used exclusively for rip and run dispatch printer
No additional hardware is provided or authorized